

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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QUANTUM CORPORATE FUNDING, LTD.,

Plaintiff,

-against-

WESTWOOD DESIGN/BUILD INCORPORATED,
DAVID R. WARFIELD, NATIONAL CITY
MORTGAGE INC., and PENN LYON HOMES
CORPORATION,

Defendants.

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NATIONAL CITY MORTGAGE, INC.,

Third-Party Plaintiff,

-against-

MICHAEL CONRAD a/k/a MICHAEL CONRAD
BROWN,

Third-Party Defendant.

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Civil Action
Docket No. 08 CV00539 (LAK)(HBP)

**REQUEST TO ENTER DEFAULTS
OF WESTWOOD DESIGN/BUILD
INCORPORATED AND
DAVID R. WARFIELD AND
DEFAULT JUDGMENTS
(Fed. R. Civ. P. 55(a)(b)(2))**

**TO THE UNITED STATES DISTRICT COURT FOR
THE SOUTHERN DISTRICT OF NEW YORK:**

Plaintiff, Quantum Corporate Funding, Ltd. ("Quantum"), requests that the Court enter the defaults of defendant Westwood Design/Build Incorporated and of defendant David R. Warfield for their respective failures to plead or otherwise defend in a timely manner as provided for by Rule 55(a) of the Federal Rules of Civil Procedure and that the Court also enter Default Judgments against defendants Westwood Design/Build Incorporated and David R. Warfield, jointly and severally, pursuant to Rule 55(b)(2) of the Federal Rules of Civil Procedure.

This request is based on the attached Affidavit of Bernard Kobroff, Esq. which shows:

1. That defendant David R. Warfield was served with the Summons and Complaint in this action on January 23, 2008; the Amended Complaint on February 1, 2008; and the Corrected Amended Complaint on March 3, 2008.

2. That defendant Westwood Design/Build Incorporated was served with the Summons and Complaint in this action on January 22, 2008; the Amended Complaint on February 1, 2008; and the Corrected Amended Complaint on March 3, 2008.

3. That the Proofs of Service of the aforesaid were filed with this Court on February 1, 2008, February 13, 2008 and March 3, 2008, respectively and establish that service was proper pursuant to Rule 4 of the Federal Rules of Civil Procedure. Copies of the aforesaid Proofs of Service are attached to the Affidavit of Bernard Kobroff.

4. That defendant Westwood Design/Build Incorporated has failed to plead or otherwise respond to the Complaint, the Amended Complaint or the Corrected Amended Complaint.

5. That defendant David R. Warfield has failed to plead or otherwise respond to the Complaint, the Amended Complaint or the Corrected Amended Complaint.

6. That the applicable time limit for responding to the Complaint, the Amended Complaint or the Corrected Amended Complaint by defendants Westwood Design/Build Incorporated and David R. Warfield has expired.

7. That defendants David R. Warfield and Westwood Design/Build Incorporated are not infants or incompetent persons or in the military service.

8. That the Corrected Amended Complaint in this action sets out a valid claim for breach of contract, against each of defendants Westwood Design/Build Incorporated and David R. Warfield, jointly and severally.

9. That the relief sought in the requested judgment is fully justified by the facts shown in the Affidavit of Craig Sheinker, sworn to January 22, 2008, and the exhibits annexed thereto, including the contract between Quantum and defendant Westwood Design/Build Incorporated and the guaranty of the performance of said contract by defendant David R. Warfield.

10. That Quantum Corporate Funding, Ltd. requests judgment in the amount of \$347,000.00 together with prejudgment interest from December 21, 2007, and that judgment bear interest at the judgment rate from the date of entry until paid.

11. That Quantum's application is based on this Document together with the Affidavit of Bernard Kobroff and the exhibits attached thereto and all the pleadings and papers on file in this Action.

Dated: New York, New York
July 11, 2008

GOETZ FITZPATRICK LLP

By: 

Bernard Kobroff (BK 0101)
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